

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Andrea Hughs-Baird, et al.

Appl. No.:

10/086,014

Conf. No.:

3796

Filed:

February 28, 2002

Title:

GAMING DEVICE HAVING IMPROVED OFFER AND ACCEPTANCE

GAME WITH MASKED OFFERS

Art Unit:

3713

Examiner:

Robert E. Mosser

Docket No.: 0112300-610

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

## TERMINAL DISCLAIMER

SIR:

The owner, IGT, of 100 percent interest in the above-referenced application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-referenced application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of issued U.S. Patent No. 6,648,754, of issued U.S. Patent No. 6,808,452, and of co-pending U.S. Patent Application No. 10/971,980, and any Patent which issues therefrom. The owner hereby agrees that any patent so granted on the above-referenced application shall be enforceable only for and during such period that it and the prior patents are commonly owned. This agreement runs with any patent granted on the above-referenced application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-referenced application that would extend to the

expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173

of the prior patents, as presently shortened by any terminal disclaimer, in the event that

it later: expires for failure to pay a maintenance fee, is held unenforceable, is found not

valid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally

disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination

certificate, is reissued, or is in any manner terminated prior to the expiration of its fully

statutory term as presently shortened by any terminal disclaimer.

The undersigned is an attorney of record. A check for \$130.00 to cover the

Terminal Disclaimer fee due under 37 C.F.R. § 1.20(d) is enclosed. Please charge

Deposit Account No. 02-1818 for any insufficiency or credit for any overpayment.

Respectfully submitted,

**BELL, BOYD & LLOYD LLC** 

Alan Hlouis

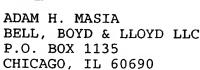
Adam H. Masia

Reg. No. 35,602

Customer No. 29159

Dated: October 12, 2005







UNITED STANKS DEPARTMENT OF COMMERCE Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 03/30/2001

REEL/FRAME: 011685/0240

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR''S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BAERLOCHER, ANTHONY J.

DOC DATE: 03/29/2001

ASSIGNOR:

WEBB, BAYARD S.

DOC DATE: 03/29/2001

**ASSIGNEE:** 

IGT

9295 PROTOTYPE DRIVE RENO, NEVADA 89511

SERIAL NUMBER: 09822711

PATENT NUMBER:

FILING DATE: 03/30/2001

ISSUE DATE:

JEEVON JONES, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS RECEIVED
BELL, BOYD & LLOYD
INTELLECTUAL PROPERTY DOCKET

JUL 1 1 2001 TK

DOCKET #: 112300-606

04-19-2001 nt No.: 0112300-606 FORM PTO-1595 (Modified) U.S. DEPARTMENT OF COMMERCE (Rev. 6-93) 3-30-01 OMB No. 0651-0011 (exp.4/94) Patent and Trademark Office Copyright 1994-97 LegalStar 101676491 P08/REV02 Tab settings 🔷 🔷 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party (ies): 2. Name and address of receiving party(ies): Anthony J. Baerlocher Bayard S. Webb OCT 1 2 2005 Name: IGT Internal Address: Additional names(s) of conveying party(ies) ☐ Yes 🛛 No 3. Nature of conveyance: Assignment ☐ Merger Street Address: 9295 Prototype Drive ☐ Security Agreement ☐ Change of Name Other \_\_\_ City: Reno \_\_\_\_\_ State: NV ZIP: 89511 Execution Date: March 29, 2001 Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: March 29, 2001 A. Patent Application No.(s) B. Patent No.(s) 09822711 04/05/2001 MGEBREM1 00000002 09822711 04 FC:581 40.00 OP Additional numbers attached? ☐ Yes 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Adam H. Masia 7. Total fee (37 CFR 3.41):....\$ 40.00 Internal Address: Bell, Boyd & Lloyd LLC Enclosed - Any excess or insufficiency should be credited or debited to deposit account P.O. Box 1135 Authorized to be charged to deposit account Street Address: 8. Deposit account number: 02-1818 City: Chicago State: IL ZIP: 60690 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Adam H. Masia (Reg. No. 35,602) March 30, 2001 Name of Person Signing Date Total number of pages including cover sheet, attachments, and document:

## **ASSIGNMENT**

WHEREAS, the undersigned, to wit: ANTHONY J. BAERLOCHER and BAYARD S. WEBB (hereinafter "ASSIGNORS"), are the lawful owners of an invention known as Docket No. 0112300-606 and entitled: GAMING DEVICE HAVING OFFER ACCEPTANCE GAME WITH TERMINATION LIMIT, for which a Patent Application of the United States executed even date herewith and is about to be filed in the United States Patent and Trademark Office;

AND WHEREAS, IGT (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of the State of Nevada and having its principal office and place of business at 9295 Prototype Drive, Reno, Nevada, 89511, USA desires to acquire an interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNORS do hereby sell, assign, and transfer, and hereby agree to assign, unto ASSIGNEE, it successors, assigns and legal representatives, the full and exclusive right, title and interest to said invention in the United States of America and all foreign countries, as described in the aforesaid application, to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment and sale not been made, including, without limitation, all rights to all applications, continued prosecution applications, continuations-in-part applications, divisional applications, reissues and substitutes of or claiming the benefit of said application, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and ASSIGNORS hereby authorize and request the Commissioner of Patents to issue all Letters Patents issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS hereby agree to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's, its successors assigns and legal representatives full protection and title in and to the invention hereby transferred.

ASSIGNORS furthermore agree upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

Signature

Althony J. Baerlocher

Address: 3339 Skyline Blvd.
Reno, NV 89509

State of Nevada

) SS.

County of 10 alo 

On this 29 day of March

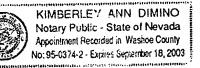
On the aforementioned state and county, personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Date: 3-29-01

Notary Public

My Commission Expires: 9-18-03



Signature	Date Signed
Name: Bayard S. Webb	3/29/61
Name. Bayard 3. Webb	
Address: 3215 Palacio Court	
Sparks, NV 89436	
State of Nevada )	
State of Nevada ) SS. County of (L)ashor)	
County of (L) asker)	
On this <u>29</u> day of <u>March</u> , 2001 and for the aforementioned state and county, personally appearsubscribed to the foregoing instrument, and executed the foregoing the purpose contained therein, by signing his name hereto.	ared the person whose name is
IN WITNESS WHEREOF, I hereto set my hand and office	ial seal.
Date: 3-29-01 Jackenley Ce	en Comen.
Date: 3-39-01 Substitute (a)  Notary Public  My Commission Expires: 9-18-03	

KIMBERLEY ANN DIMINO

Notary Public - State of Nevada Appointment Recorded in Washoe County No: 95-0374-2 - Expires September 18, 2003 MAY 07, 2002

**PTAS** 

Commissioner for Trademarks Arlington, VA 22202-3513 www.uspto.gov

BELL, BOYD & LLOYD LLC ADAM H. MASIA P.O. BOX 1135 CHICAGO, IL 60690



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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/28/2002

REEL/FRAME: 012661/0369

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HUGHS-BAIRD, ANDREA

DOC DATE: 02/26/2002

ASSIGNOR:

SWIFT, BRIAN D.

DOC DATE: 02/26/2002

ASSIGNEE:

IGT

9295 PROTOTYPE DRIVE RENO, NEVADA 89511

SERIAL NUMBER: 10086014

PATENT NUMBER:

FILING DATE: 02/28/2002

ISSUE DATE:

INTELLECTUAL

TONYA LEE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

PE	ket No.: 0112300-610
FORM PTO-1595 (Modified) O 490 (Rev. 03-01) OMB No. 0651-0027 (exp.5/3//2002) P08/REV03 0CT 1 2 2005 W	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Tab settings → → ▼ 1020	11698 <u>′</u> ▼ ▼
Name of conveying party(ies):     Andrea Hughs-Baird and Brian D. Swift	Please record the attached original documents or copy thereof.  2. Name and address of receiving party(ies):  Name: IGT
Additional names(s) of conveying party(ies)	Internal Address:
3. Nature of conveyance:	
	Street Address: 9295 Prototype Drive
☐ Security Agreement ☐ Change of Name	
☐ Other	City: Reno State: NV ZIP: 89511
Execution Date: February 26, 2002	Additional name(s) & address(es) attached?   Yes  No
A. Patent Application No.(s)  Additional numbers attack	B. Patent No.(s)
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Bell, Boyd & Lloyd LLC  Internal Address:	7. Total fee (37 CFR 3.41):\$ 40.00  ☑ Enclosed - Any excess or insufficiency should be credited or debited to deposit account  ☐ Authorized to be charged to deposit account
Street Address: P. O. Box 1135	8. Deposit account number: 02-1818
City: Chicago State: IL ZIP: 60690	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature.  To the best of my knowledge and belief, the foregoing informat of the original document.  Adam H. Masia (Reg. No. 35,602)	tion is true and correct and any attached copy is a true copy  H. Lossia  February 28, 2002
Name of Person Signing Total number of pages including cover she	Signature Date et, attachments, and document:

## ASSIGNMENT

WHEREAS, the undersigned, to wit: ANDREA HUGHS-BAIRD and BRIAN D. SWIFT (hereinafter "ASSIGNORS"), are the lawful owners of an invention known as Docket No. 0112300-610 and entitled: GAMING DEVICE HAVING IMPROVED OFFER AND ACCEPTANCE GAME WITH MASKED OFFERS, on which a patent application of the United States executed of even date herewith and is about to be filed in the United States Patent and Trademark Office:

AND WHEREAS, IGT (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Nevada and having its principle office and place of business at 9295 Prototype Drive, Reno, Nevada, 89511, USA, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNORS do hereby sell, assign, and transfer, and hereby set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said invention in the United States of America and all foreign countries, including, without limitation, said invention as described in the aforesaid application, to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNORS had this assignment and sale not been made, including, without limitation, all rights to the aforesaid application and to any United States Letters Patent therefor, when issued together with all improvements thereon and betterments thereof, all related applications including, but not limited to, divisions, continuations, continuations-in-part, reissues and reexaminations thereof and substitutions of or for said application, and all foreign rights including the right to make application for Letters Patent for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention on the basis for the aforesaid application for United States Letters Patent; and we hereby authorize and direct the Commissioner of Patents to issue the patent for said inventions, when granted, in accordance with this Assignment and sale, and ASSIGNORS hereby authorize and request the Commissioner of Patents to issue all Letters Patent issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNORS hereby agree to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the invention and rights hereby transferred.

ASSIGNORS furthermore agree upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

Signature

**Date Signed** 

Address:

**4830 Hilton Court** 

Reno, NV 89509

State of Nevada

County of Washer

On this <u>H</u> day of <u>Helicales</u>, 2002, before me, a notary public, in and for the aforementioned state and county, personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing her name hereto.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My Commission Expires: 9-18-03

Notary Public

KIMBERLEY ANN DIMINO Notary Public - State of Nevada Appointment Flacorded in Washoe County No: 95-0374-2 - Expres September 18, 2003 **Signature** 

**Date Signed** 

2.26.02

Name: Brian D. Swift

Address:

114 K. Street

Sparks, NV 89431

State of Nevada

. SS.

County of Waste

On this Ocal day of Jeffelder, 2002, before me, a notary public, in and for the aforementioned state and county, personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Date:

PO3 Notary Public

My Commission Expires:

KIMBERLEY ANN DIMINO Notary Public - State of Nevada

Appointment Removied in Washoo County No: 95-0374-2 - Expres September 18, 2003